

EXHIBIT D



Agreement Between

**UCSF Stanford
Health Care**

and

**Service Employees
International Union,
Local 715, AFL-CIO, CLC**

November 5, 1999 - November 4, 2001



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11/05/99 - 11/04/01**ARTICLE 1
AGREEMENT**

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1.1 AGREEMENT

This Agreement is made and entered into between UCSF Stanford Health Care, a non-profit public benefit corporation, hereinafter sometimes referred to as "UCSF Stanford", employer, or "management" and the Service Employees International Union, Local 715, AFL-CIO, CLC (hereinafter referred to as "Union").

1.2 PURPOSE OF AGREEMENT

1.2.1 It is the intent and purpose of the parties hereto that this Agreement constitutes an implementation of the provisions of the National Labor Relations Act, as amended, with respect to collective bargaining, and provides for orderly and constructive employment relations in the public interest, in the interest of UCSF Stanford Health Care, and the interests of the employees represented by the Union.

1.2.2 The parties hereby acknowledge that this Agreement represents the understanding reached by the parties as a result of the unlimited right and opportunity of the parties to make any and all demands with respect to the employer-employee relationship that exists between them relative to the scope of bargaining.

1.3 RECOGNITION

1.3.1 Pursuant to the Certification of Representation issued by the National Labor Relations Board (NLRB) in Case No. 32-RC-4504, as modified in Case No. 32-UC-363, UCSF Stanford recognizes the Union, as the sole and exclusive representative for the purpose of collective bargaining for all full-time, part-time, and relief non-professional employees performing service and patient care functions employed at Stanford Hospital, Lucile Packard Children's Hospital, Welch Road and Blake Wilbur Drive locations in positions or classifications listed as included in Appendix A, excluding those positions or classifications listed as excluded in Appendix A, excluding all employees represented by any other labor organization, excluding all managerial, supervisory or confidential employees within the meaning of the NLRA, and excluding all other employees.

1.3.2

Unless expressly indicated otherwise, the term "employee" or "employees" as used in this Agreement will refer to employees of UCSF Stanford Health Care employed in the positions or classifications listed as included in Appendix A and covered by this Agreement. Similarly, unless expressly indicated otherwise, "classification" or "classifications" refers to classifications listed in Appendix A as covered in their entirety, and "position" or "positions" refers to a specific job position or job positions listed in Appendix A, where the classification under which it falls is not included in the bargaining unit in its entirety (e.g., there are positions in the classification that are also listed in Appendix A as excluded).

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- 1.4.1 When UCSF Stanford creates a new position and title which it believes is within a classification that is included in the bargaining unit, UCSF Stanford will notify the Union in writing of the bargaining unit assignment, if any, of such position. The Union will have fourteen (14) calendar days from the date the notice is mailed to contest UCSF Stanford's assignment. If the Union contests the assignment, UCSF Stanford will meet with the Union in an attempt to reach agreement on the bargaining unit assignment. If the parties are unable to reach agreement, the dispute will be submitted to arbitration for resolution. If the Union does not contest the bargaining unit assignment within the fourteen (14) calendar day notice period, the unit assignment of the new position will be deemed agreeable to the parties. Bargaining unit assignments made by UCSF Stanford which are contested by the Union will remain as originally assigned by UCSF Stanford unless and until such time as the parties are in mutual agreement as to a different assignment or, if such assignment is referred to arbitration within the appeal period stated above, until resolution of the matter by arbitration. Any change in assignment by agreement of the parties or by an arbitrator's decision will be prospective only.

- 1.4.2 If the inclusion of a new position within the bargaining unit covered by this Agreement is agreed to by the parties or found appropriate in arbitration, UCSF Stanford will assign a pay rate to the position. Within fifteen (15) calendar days of the assignment of the pay rate, the Union may request, in writing, that UCSF Stanford meet to discuss the pay rate for the classification. If such a request is made, the parties will meet within thirty (30) calendar days of the request and discuss the pay rate for the classification. If UCSF Stanford agrees to make a change to the rate the change will be prospective only.

1.5 RECLASSIFICATION FROM BARGAINING UNIT TO NON-UNIT POSITIONS

UCSF Stanford will not change the title of an existing classification or create a new classification with the same duties but a different title in order to remove the classification from the bargaining unit or to avoid its placement in the bargaining unit. This limitation is not, however, intended to apply to the creation of new positions in a classification where only specific positions in the classification are listed as included in Appendix A. In the event UCSF Stanford determines that a position or classification should be reclassified with the result that the position or classification would be removed from the bargaining unit, it will notify the Union in writing. If the Union believes that the reclassification or designation is inconsistent with this Agreement, it may appeal the designation to arbitration within fourteen (14) calendar days of the date the notice is sent in accordance with the following procedures.

- 1.5.1 An arbitrator will be selected and the arbitration will be conducted in accordance with the Arbitration provisions of this Agreement.
- 1.5.2 The Union will have the burden of proof and of proceeding in arbitration under this Article.

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- 1.5.3 The arbitrator's decision will be limited to only the issue of whether the position or classification in dispute should remain within or be removed from the bargaining unit, and the arbitrator's decision will be final and binding.

- 1.5.4 Standards to be used by the arbitrator in reaching a decision will include: that all managerial, supervisory, and confidential employees within the meaning of the NLRRA are excluded; that employees who hold any managerial, supervisory, or confidential position, regardless of the percentage of time worked in such position, are excluded; and that all UCSF Stanford student employees whose employment is contingent upon their status as students are excluded.

1.6 WORK ACROSS BARGAINING UNIT LINES

- 1.6.1 UCSF Stanford may assign employees covered by this Agreement for full or partial shifts on a temporary or sporadic basis to perform services in a position not covered by this Agreement due to a temporary or unforeseen need, or to avoid a cancellation of the employee for the day, provided the employees are presently qualified to perform the work in question. Such an assignment will not affect the employee's pay, benefit accruals, seniority, or other benefits or status as an employee covered by this Agreement. The Union will not have any claim that the work or position to which the employee is assigned under this provision is covered by this Agreement. If an employee is utilized to fill a position not covered by this Agreement for more than five (5) consecutive work days, the Union will be provided with written notification. An employee will not be required to work involuntarily in a position not covered by this Agreement for more than five (5) consecutive work days. This section 1.6.1 will not be used to assign an employee to work at the San Francisco site, unless such an assignment is part of the employee's regular duties.

- 1.6.2 UCSF Stanford may assign employees not covered by this Agreement for full or partial shifts on a temporary or sporadic basis to perform services in a position covered by this Agreement due to a temporary or unforeseen need to provide services, or in lieu of: the use of covered employees who are not in an on-call status under the callback provisions of this Agreement; the use of covered employees to work double shifts or "double backs"; or the use of registry or temporary agency personnel. Such assignments will not be made, if an employee in the classification and department/unit has been cancelled for the shift in question; provided the cancelled employee is available to return within the time needed. Employees not covered by this Agreement who are assigned to perform services under this provision are not subject to this Agreement during such assignment. Whenever an employee is utilized in a position covered by this Agreement for more than five (5) consecutive work days, the Union will be provided with written notification.

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ARTICLE 3 AGENCY SHOP AND VOLUNTARY DUES DEDUCTION

3.1 DUES, SERVICE FEE, CHARITABLE CONTRIBUTION OBLIGATION.

All employees, within 31 days of the effective date of this Agreement, or within 31 days of their hire date, whichever comes later, will be required as a condition of continued employment to choose one of the following options:

- 3.1.1 Join and maintain membership in the Union;
- 3.1.2 Choose not to join the Union but pay to the Union a monthly service fee charge equivalent to his/her share of the costs incurred by the Union related to collective bargaining, contract administration and grievance adjustment, as determined under applicable law. The Union will advise UCSF Stanford and the employees of the amount annually, or upon request.
- 3.1.3 Employees who hold good faith religious beliefs which oppose membership in and contributions to a labor organization may choose instead to contribute a monthly sum equal to the regular monthly dues amount to one of three nonprofit charitable organizations, exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code, as agreed upon by the parties. Such employees will be required to verify to the Union their payments to the charitable organization.
- 3.1.4 Any employee covered by this Agreement who fails to comply with the provisions of this Article will, upon notice of such failure in writing from the Union to UCSF Stanford and after counseling of such employee by SEIU, be discharged or allowed to resign no later than fifteen (15) days following receipt of written request from SEIU to terminate such employee. However, SEIU will not request the termination of any employee whose failure to pay periodic dues, service fee or charitable contribution is attributable to pay periods in which the employee's paycheck, after all mandatory deductions and benefits contributions, is less than the sum of the dues or service fee. For purposes of this provision an employee will be deemed to be in compliance if the employee has duly tendered the specified monthly service fee, dues or charitable contribution.

- 3.1.5 This section 3.1 will not take effect until ninety (90) days after the effective date of this Agreement.

3.2 DUES DEDUCTION.

- 3.2.1 Upon receipt of a written authorization by a Employee using a form which has been mutually agreed to by the parties, UCSF Stanford will deduct and remit to the Union no less frequently than once a month the periodic dues of the Union or service fees until such time as the Employee submits written notification to UCSF Stanford to discontinue the Employee's authorization. UCSF Stanford will not be responsible for deduction in any pay period in

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ARTICLE 2 MANAGEMENT RIGHTS

Except only as limited by express provisions of this Agreement, all of an employer's rights and prerogatives, whether previously exercised or unexercised and whether implied or expressed, will be retained and reserved by UCSF Stanford Health Care, and will remain within its exclusive direction and control. For purposes of illustration only and not to limit the foregoing in any way, management will have the right, **subject only to said express limiting provisions of this Agreement**,

- a) to manage the hospitals, laboratories, clinics, offices, warehouses and other facilities and operations in which employees covered by this Agreement work;
- b) to direct and assign the work force;
- c) to transfer, reassign, promote and demote employees;
- d) to establish standards of performance, health and safety, and quality of service, and to evaluate employee performance;
- e) to maintain discipline, order and efficiency;
- f) to determine medical, patient care and operational standards, procedures and methods; to schedule work;
- g) to abolish, create, alter or combine job classifications;
- h) to introduce new or improved methods, equipment, facilities or operations;
- i) to determine efficient and effective staffing requirements;
- j) to determine the number and location of facilities and operations;
- k) to determine whether the whole or any part of an operation will continue to operate;
- l) to determine whether a vacancy exists and whether and when it will be filled;
- m) to require overtime work, when needed, consistent with employee health and safety;
- n) to transfer or subcontract work for legitimate business reasons but, except in emergencies, only after affording the Union a reasonable opportunity to meet and discuss with management effects of the proposed transfer or subcontracting;
- o) to select and hire employees;
- p) to determine qualifications for positions;
- q) to grant merit increases;
- r) to demote, suspend, warn, discharge or otherwise discipline employees;
- s) to lay off or relieve employees from duty for lack of work or other legitimate reasons;
- t) to rehire employees;
- u) to determine whether employees, both within and without the bargaining unit, will or will not perform certain functions, duties or tasks;
- v) to promulgate, eliminate or revise reasonable rules and regulations relating to the terms and conditions of employment and the manner of operations, provided only that they do not conflict with the express provisions of this Agreement.

UCSF Stanford Health Care may, in its discretion, continue any current policies and practices **which do not conflict with express written provisions of this Agreement**.

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7.13 NO GUARANTEE

This Article will not be construed as a guarantee of, or limitation on, the number of hours per workday or workweek, nor will it infringe upon, interfere with or diminish in any way UCSF Stanford's right to ensure appropriate staffing and coverage to meet operational requirements and necessities in an efficient and orderly manner.

ARTICLE 8 TRIAL PERIOD

8.1 Employees will serve a trial period during the first six (6) months of continuous service in Regular status without a break in service. Time on leave with or without pay is not qualifying service for the completion of the trial period. Employees who are rehired following a break in service will serve a new trial period whether or not they previously completed a trial period. Trial employees, Fixed Term employees and Relief employees may be terminated or released without cause at the sole discretion of UCSF Stanford. A Relief employee terminated for failure to maintain commitment will be notified of termination by letter sent to the employee's address on file with UCSF Stanford.

8.2 A Relief employee or a Fixed Term employee appointed, transferred or promoted to a Regular position within the bargaining unit will serve a trial period commencing with placement in the Regular position.

8.3 An employee's trial period may be extended for a period of up to three (3) months at the sole discretion of UCSF Stanford. UCSF Stanford will inform an employee of such trial period extension. Management will send notice to the Union of any trial period extensions and, upon written request of the Union, will meet to explain the extension.

8.4 The discipline, retention or release of a Trial Period employee will not be subject to the Grievance & Arbitration Procedures, as provided in Article 26.9. Failure to send a termination letter to a Relief employee for failing to maintain commitment will be subject to grievance and arbitration, but an arbitrator may not overturn the termination because of the failure to send the letter. Failure to provide notice of extension of an employee's trial period to the Union will also be subject to grievance and arbitration, but an arbitrator may not overturn or alter the discipline or release of a Trial Period employee for failure to provide notice where the trial period has otherwise been extended for up to three (3) months.

ARTICLE 9 TEMPORARY ASSIGNMENTS

9.1 An employee temporarily assigned by UCSF Stanford to perform all of the duties on a full-time basis of a position in a higher pay range for a period of ten (10) consecutive working days or more will be paid in accordance with the higher pay range at a rate that provides the employee with an increase. As an exception, if an employee is assigned by UCSF Stanford to a position in a lead classification listed in Appendix A and to perform all of the duties thereof, the employee will be paid a lead premium of five percent (5%)

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for the actual hours worked in the lead position provided the lead position is in a classification in a higher wage range than the employee's regular classification or position.

9.2 An employee temporarily assigned to perform the duties of a position in a lower pay range will continue to receive the employee's regular rate of pay, except in the event of a demotion or voluntary reassignment to a position in a lower pay range.

ARTICLE 10 SENIORITY

10.1 Definition. For the purposes of this Agreement, seniority will be defined as the period of continuous employment following employment in a regular position at UCSF Stanford. Seniority includes prior service with any entity that was part of the UCSF Stanford merger, to the extent recognized by UCSF Stanford on November 1, 1997 (merger date), provided there has been no break in service since the merger date. In the event of a tie, the order of seniority will be determined by lot.

10.2 Break in Seniority. A break in service or seniority will occur upon:

- a. Resignation;
- b. Failure to return to work at the end of an approved leave;
- c. Termination for just cause, or, in the case of a Trial employee, Relief employee and a Fixed Term employee, for any cause;
- d. Layoff for twelve (12) months or more.

10.3 Adjustments in Seniority. Seniority for an employee re-hired within twelve (12) months of resignation, layoff or termination for failure to return upon expiration of an approved leave will be restored, but will be adjusted for the period of resignation, layoff or termination. Subject to any statutory exceptions, seniority will also be adjusted for the period of any layoff and for the period of any leave of absence in excess of six (6) months. There will be no adjustment for the first six (6) months of any such leave.

ARTICLE 11 TRANSFER, PROMOTION AND DEMOTION

11.1 DEFINITIONS

11.1.1 A transfer is the change of an employee from one position to another position within the same classification or to a position in another classification having the same salary range.

11.1.2 A promotion is the change of an employee from one position to a position in another classification having a higher salary range.

11.1.3 A demotion is a change of an employee from one position to another position in another classification having a lower salary range.

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charge. If any of the information requested is deemed proprietary or confidential by UCSF Stanford, the parties will meet to discuss and agree upon ways to safeguard the confidentiality of such information. Prior to reaching such agreement, however, UCSF Stanford will not be obligated to provide the information that it deems proprietary or confidential.

ARTICLE 25 HEALTH AND SAFETY

25.1 UCSF Stanford is committed to furnishing and maintaining safe working conditions in the workplace and will develop and implement health and safety, training and orientation policies as it deems appropriate. SEIU recognizes the duty of employees to cooperate with UCSF Stanford by complying with health and safety policies and to utilize personal efforts for the prevention of accidents and illnesses to employees. SEIU will encourage employees to cooperate with UCSF Stanford in such efforts. An employee's complaints or safety and health concerns should be taken to the employee's supervisor, and SEIU may place health and safety issues on the agenda for Joint Management and Labor Committee meetings held pursuant to Article 22. If either party places a health or safety issue on the agenda, UCSF Stanford will appoint a member of the Hospitals' Safety Committee to serve as a management member of the Joint Management and Labor Committee and as its liaison with the Safety Committee.

25.2 UCSF Stanford will endeavor to provide orientation to employees who are floated to a unit other than the one to which they are regularly assigned, as UCSF Stanford deems appropriate, and as circumstances permit.

25.3 This Article will not be subject to the grievance and arbitration provisions of this Contract, except that the failure to appoint a member of the Hospital's Safety Committee consistent with section 27.1 will be grievable.

ARTICLE 26 GRIEVANCE AND ARBITRATION PROCEDURE

26.1 DEFINITION

26.1.1 "Grievance" means a claim during the term of this Agreement that UCSF Stanford has violated this Agreement, and, except as expressly provided otherwise in this Agreement, will be the exclusive remedy for all asserted violations of this Agreement.

26.1.2 Only one transaction or occurrence, or series of closely related transactions or occurrences, will be covered in any one grievance.

26.1.3 Group grievances are defined as, and limited to, those grievances which cover more than one employee, and which involve like circumstances and facts for the grievance involved. Grievances which are group grievances must be so

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- a. Name
- b. Home mailing address
- c. Date of hire or adjusted date of hire, if any
- d. Home telephone number (if not unlisted)

24.6.2 UCSF Stanford will provide the Union on a monthly basis the names, dates of employment, including the hire date or adjusted hire date if any, classification and department of all newly hired employees covered by this Agreement and of all employees who transfer into positions covered by this Agreement and the names of employees covered by this Agreement who have resigned or been terminated, or who have transferred to positions in classifications not covered by this Agreement.

24.6.3 All other requests for information by the Union will be made by the local designated union representative to the Director of Human Resources or designee. Where such request is for information or data which is necessary to the performance of the Union's representational responsibilities, it will be provided by UCSF Stanford subject to the following:

24.6.3.a The information must be information that is presently maintained by UCSF Stanford and in its possession. UCSF Stanford is not required to develop new information or data or to modify existing information or data.

24.6.3.b The gathering, copying and/or other preparation of the requested information must not be unduly burdensome and time consuming.

24.6.3.c Where the information or data can be provided by UCSF Stanford at de minimis expense, UCSF Stanford will use its best efforts to provide such information within thirty (30) calendar days of such request.

24.6.3.d Where the estimated expenses associated with providing such information or data (e.g., including the costs of labor, copying, sorting, redaction, etc.) are greater than de minimis, UCSF Stanford will advise the Union of the estimated cost of providing the information. Upon payment by the Union, UCSF Stanford will commence the gathering of such information and use its best efforts to provide such information to the Union within thirty (30) calendar days of such payment.

24.6.3.e If, for any reason, the Union declines to pay UCSF Stanford the estimated cost under the preceding subparagraph, the parties will discuss possible alternatives to providing the requested information including, but not limited to, modifying and/or limiting the type or form of the information requested. If no alternative involving de minimis costs is identified and agreed upon, and if the Union continues to refuse to pay the costs of providing the information it has requested, UCSF Stanford will not be obligated to provide the requested information, unless the requested information is otherwise required by law to be provided at no

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- c. UCSF Stanford will not implement the proposed resolution of the grievance until timely receipt and review of the Union's written comments, if any.
- d. The adjustment and/or resolution of grievances presented absent Union representation will not be inconsistent with the terms of this Agreement.
- e. Only the Union may appeal a grievance to arbitration.

26.3 STEP 1. INFORMAL REVIEW

26.3.1 An employee alleging a violation of this Agreement other than discharge without cause will discuss the alleged violation with the employee's immediate supervisor within five (5) calendar days of the date of the alleged violation or the date the grievant knew or should have reasonably known of the alleged violation.

26.3.2 If the grievance is resolved by the immediate supervisor at step 1, the resolution will not be precedent setting. Attempts at resolving the grievance at step 1 will not extend the time limits for filing a formal grievance at step 2, as described below, unless an exception is granted in writing by the Director of Human Resources or designee.

26.3.3 If the employee's grievance is not satisfactorily resolved at step 1, the grievance may be appealed to step 2.

26.4 STEP 2. FORMAL REVIEW

26.4.1 An employee grievance may be appealed to step 2, and a grievance by the Union will be filed initially at step 2, within thirty (30) calendar days of the date of the alleged violation or the date the grievant knew or should have reasonably known of the alleged violation of this Agreement. However, any grievance alleging the discharge of an employee without cause or otherwise in violation of this Agreement will be filed initially at step 2 within seven (7) calendar days of the discharge.

26.4.2 Such appeal or filing must be in writing on a form mutually agreeable to the parties, from the employee or a designated Union representative to the Director of Human Resources or designee, and must contain a clear and concise statement of the grievance by indicating the issue involved, the relief sought, the date the incident or alleged violation took place and the specific Article(s) and section(s) of the Agreement alleged to have been violated and/or involved, and the remedy sought.

26.4.3 Within twenty-one (21) calendar days of receipt of the written grievance, the Director of Human Resources or designee will either provide a written response to the grievant with a copy to the Union or will schedule and convene a meeting to discuss the alleged violation with appropriate UCSF Stanford representatives, the grievant and one union representative, unless the employee has opted to have other representation.

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designated on the grievance form at Step 2, and the Union will identify to the extent possible all employees covered by the grievance on the grievance form, or an attachment to the grievance form.

26.1.4

Alleged violations of a specific provision of this Agreement may be grieved by the Union and will be so identified as a Union grievance on the grievance form. Such Union grievances will be signed by the President of the Union or designee and will contain all information as specified above for any other grievance.

26.1.5

Except as otherwise provided in this Agreement, an individual employee, a group of employees, and the Union will have the right to use the Grievance Procedure

26.2 REPRESENTATION RIGHTS

26.2.1

The Union will have the right to present grievances under this procedure on behalf of an individual employee, on behalf of a group of employees or on behalf of itself as a Union grievance, as defined above. It will be the Union's responsibility to inform an employee that it is bringing a grievance on behalf of said employee (including an employee named in a group grievance). In the event an employee named on a group or individual grievance which has been submitted to UCSF Stanford wishes to withdraw from the grievance, the employee will so notify UCSF Stanford in writing, and upon such written request the named employee will be withdrawn as a party to the grievance. UCSF Stanford will promptly provide the Union with a copy of the employee's written request to withdraw. Employees who voluntarily terminate their employment with UCSF Stanford will have their pending grievances immediately withdrawn and will not benefit from any subsequent settlement or disposition of any individual or group grievance, unless the grievance involves the claim alleging unpaid wages or differentials required under Article 7.

26.2.2

An employee or group of employees will have the right to be represented at all steps of the Grievance Procedure by one Union representative or one steward.

26.2.3

An employee or group of employees may also choose a representative other than a Union representative for purposes of grievance representation and adjustment, so long as the representative is not a managerial or supervisory employee. In the event UCSF Stanford is involved in the adjustment and/or resolution of a grievance from an employee representing himself/herself, a group of employees who are represented by one of the group, or a single grievant or group of grievants represented by someone other than a Union representative:

a. UCSF Stanford will provide the Union with a copy of the grievance and the proposed resolution thereto indicating the employee or employees have chosen a representative other than one from the Union.

b. The Union will have ten (10) calendar days from the date of issuance of such copy within which to comment in writing on the proposed resolution.

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26.4.4 The reviewing UCSF Stanford representative will provide a written response to the grievant with a copy to the Union within twenty-one (21) calendar days of receipt of the written grievance, or fourteen (14) calendar days of the review meeting. If a written response is not provided within the specified time period, the grievance will be considered denied.

26.4.5 If the grievance is not satisfactorily resolved at step 2, the Union may appeal the grievance to arbitration within fourteen (14) calendar days of the date of the written response, or of the date the written response should have been received.

26.5 CONSOLIDATION OF GRIEVANCES

Grievances not appealed within Grievances of two or more employees, as well as multiple grievances by or related to the same employee or which relate to the same incident, issue or course of conduct, may be consolidated for purposes of the Grievance Procedure by mutual agreement of UCSF Stanford and the Union.

26.6 TIME LIMITS FOR FILING

26.6.1 All grievances (individual, group, Union) must be presented promptly in compliance with the timelines established under this Article. Grievances not presented within these time periods will be considered untimely and ineligible for processing through the Grievance Procedure. Disputes over timeliness may be submitted to arbitration pursuant to Section 25.7.7.

26.6.2 The designated time limits in any step of the Grievance Procedure will be considered resolved on the basis of the last preceding response. Grievances not answered within the designated time limits of any step of the Grievance Procedure may be appealed to the next step of the Grievance Procedure by giving written notice of the appeal within the specified time period. The parties may, however, mutually agree in writing to extend the time limits in any step of the Grievance Procedure. Such written extension by mutual agreement must be accomplished in advance of the expiration of the time limit being waived. Deadlines that fall on a day that is not a business day (i.e., Saturday, Sunday or recognized holiday) will automatically be extended to the next business day. The mailing or faxing of the grievance appeal form will constitute a timely appeal if it is postmarked, or there is an acknowledgment of receipt of the fax, within the appeal period. Likewise, the mailing or faxing of the answer will constitute a timely response if it is postmarked, or there is an acknowledgment of receipt of the fax, within the answer period.

26.7 ARBITRATION

26.7.1 The arbitrator will have no authority to hear any grievance that has not been filed or appealed within the time limits established under this Article.

26.7.2 If the parties cannot agree on an arbitrator within fourteen (14) calendar days of receipt of an appeal to arbitration, a panel of seven (7) arbitrators will be requested from the Federal Mediation and Conciliation Service, specifying arbitrators who reside in Northern California and who have experience in the

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health care industry. The parties will select an arbitrator by alternately striking a name from the list.

26.7.3

The arbitrator's authority will be limited to interpreting the specific provisions of this Agreement and will have no power to add to, subtract from, or to change any part of the terms or conditions of this Agreement. If the grievance is sustained in whole or in part, the remedy will not exceed restoring to the employee the pay, benefits, or rights lost as a result of a violation of the Agreement, less any compensation from any source, including, but not limited to, Workers' Compensation and Unemployment Insurance benefits. The decision of the arbitrator, within the limits described herein, will be final and binding upon the parties and will be the exclusive remedy for the subject matter of the grievance.

26.7.4

Arbitration expenses will be shared equally by UCSF Stanford and the Union, including the cost of facilities if there are such costs, and the costs of the court reporter and the arbitrator's transcript. However, each party will bear its own expenses of representation and presentation of its case, including all costs or expenses associated with the appearance of witnesses, and the cost of any transcript for the party's own use.

26.7.5

Upon receiving no less than thirty (30) days prior notice, UCSF Stanford will release the grievant (or one grievant in the case of a group grievance) to attend the arbitration proceedings. Upon receipt of such notice, UCSF Stanford will also make reasonable efforts to release employees whom the Union identifies as witnesses it intends to call, for the time reasonably required for such testimony, provided staffing needs permit. The grievant and witnesses may elect to take the time off on an unpaid basis, or to utilize accrued but unused paid time off.

26.7.6

Settlement offers made during attempts at informal resolution or during the steps of the Grievance Procedure will not be introduced as evidence in subsequent steps of the Procedure.

26.7.7

When UCSF Stanford has the information upon which to base a challenge to the arbitrability of a grievance, and has such information prior to the selection of an arbitrator, UCSF Stanford will inform the Union in writing of the intent to raise the issue of arbitrability prior to the selection of the arbitrator.

26.7.8

Should arbitrability of the subject matter or timeliness of the grievance be an issue, a separate arbitrator will be appointed to determine the question of arbitrability unless the parties agree otherwise. Arbitration hearings conducted pursuant to this Article will be closed unless the parties mutually agree otherwise in advance and in writing.

26.7.9

The arbitrator will have the obligation of assuring that all necessary facts and considerations are brought before him or her by the representatives of the parties at the hearing. In all respects, he or she will assure that the hearing is a fair one. The arbitrator will be the sole judge of the relevancy and materiality of the evidence and testimony offered. The arbitrator may receive and

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consider evidence, but will give appropriate weight to any objections made. All documents to be considered by the arbitrator will be filed at the hearing.

26.7.10

The decision of the arbitrator on any issue properly before the arbitrator will be final and binding upon UCSF Stanford, the Union and all employees. The arbitrator's authority will be limited to determining whether UCSF Stanford has violated the provision(s) of this Agreement. The arbitrator will not have jurisdiction or authority to add to, amend, modify, nullify or ignore in any way the provisions of this Agreement, and will not make any award that would, in effect, grant the Union or the employee(s) any matters that were not obtained in the negotiation process.

26.7.11

The arbitrator will have the authority to subpoena and require the attendance of witnesses upon the reasonable request of either party, but not upon the arbitrator's own motion. The arbitrator will have no authority to subpoena documents, except that the arbitrator may issue a subpoena for documents within the custody or control of UCSF Stanford Health Care if, and only if, (a) the documents sought are specifically and narrowly described, and (b) the arbitrator determines that such documents are essential to a determination of a material issue in the arbitration. The arbitrator will, in advance of the hearing date, inform each party of the identity of witnesses subpoenaed by the other party. The expense of service and appearance fees, if any, will be borne entirely by the party requesting the subpoena of witnesses.

26.7.12

Either or both parties may, at their discretion, file briefs with the arbitrator. The order and time limits of briefing will, on a case-by-case basis, be as mutually agreed upon by the parties or as specified by the arbitrator. Briefing time limits may be extended if mutually agreed upon by the parties.

26.7.13

The arbitrator will consider the evidence presented, and render a written decision within thirty (30) calendar days of the close of the record of the hearing.

26.7.14

With regard to a grievance appealed to arbitration for which, in whole or in part, the remedy sought involves back wages or other monetary reimbursement, UCSF Stanford will not, in providing such remedy as a result of an arbitrator's award or a settlement, be required to make any payment of wages or any other monetary reimbursement for:

- a. any period of time between the date a hearing was originally scheduled to be held and, due to a request from the Union (not consented to by UCSF Stanford) to postpone or change the scheduled hearing, the rescheduled date of the hearing; and
- b. UCSF Stanford will not be liable for, nor will any review or arbitration hearing concern, a claim for back wages or other financial reimbursement for any period prior to one hundred twenty (120) calendar days before the filing of the formal grievance which is the subject of the claim, review or arbitration. UCSF Stanford will not be liable for any other aspect of an arbitrator's award or remedy, whether for the same or any other violation, for any period of time earlier than five (5) calendar days prior to the date

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of initiation of the Step 1 grievance or, if Step 1 is not used, more than thirty (30) calendar days prior to the filing of the grievance at Step 2 (nor more than 7 calendar days in the event of a grievance alleging a termination without cause).

26.7.15

In all cases appealed to arbitration by the Union or an employee pursuant to the terms of this Article and this Agreement, with the exception of those cases in which the issue is that of actions taken by UCSF Stanford pursuant to Article 20 - Discipline and Dismissal, the Union or the grievant will have the burden of proceeding and the burden of proof. In cases in which the issue is that of actions taken by UCSF Stanford pursuant to Article 20 - Discipline and Dismissal, UCSF Stanford will have the burden of proceeding and the burden of proof.

26.7.16

Under no circumstances will any grievance involving employees engaged in the violation of Article 27 - No Strikes - be discussed or processed by UCSF Stanford to the arbitration stage or heard by an arbitrator while such violation continues. This provision will not, however, waive compliance with the time limits for filing grievances or appeals from decisions rendered with regard to grievances or appeals to the Arbitration Procedure. Any grievance settlements and arbitration awards regarding back pay and/or reinstatement of benefits for employees who engage in violations of Article 27 - No Strikes - will not be made for any period of the time during which violations of Article 27 - No Strikes - are occurring or have occurred.

26.7.17

At all steps in the Grievance Procedure and in the Arbitration Procedure, the grievant and the Union representatives will materially expedite the resolution of the grievance by disclosing to the appropriate UCSF Stanford representatives a full and detailed statement of the facts relied upon, the remedies sought, and the provision(s) of the Agreement relied upon -- provided that the Union is not required to disclose information that it lacks, because UCSF Stanford has failed to provide it upon reasonable request.

26.7.18

The Union will have full authority to settle, withdraw, or otherwise dispose of any grievance brought by it on its own behalf and/or on the behalf of employees. An agreement to settle, withdraw, or otherwise dispose of a grievance appealed to arbitration reached by and between UCSF Stanford and the Union will be binding upon employees represented by the Union.

26.8 PAY STATUS

26.8.1

If UCSF Stanford convenes a meeting involving the parties to a grievance for the purposes of resolving the grievance and/or completing the steps of the Grievance Procedure enumerated above, the grievant will be in a without loss of straight time pay status during the meeting if the meeting is held during the grievant's regularly scheduled work hours. However, such time does not count as time worked for purposes of overtime compensation unless it is within the regularly scheduled hours of work of the employee.

26.8.2

Upon advance written request and approval by UCSF Stanford, a Union steward will be granted time off without loss of regular straight time pay to

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and in violation of the Agreement and that their misconduct subjects them to disciplinary action up to and including discharge.

- 27.5 If the Union performs in good faith and in a timely way all of the obligations of 23.4, the Union will not be liable to UCSF Stanford for damages suffered as a result of the strike, except for such damages as are caused by the activities of officers of the Union or with their assistance.

ARTICLE 28 WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. UCSF Stanford and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 29 SEVERABILITY

In the event that any provision of this Agreement is declared invalid or void by statute or judicial decision, such action will not invalidate the entire Agreement. It is the express intention of the parties that all other provisions not declared invalid or void will remain in full force and effect. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.

ARTICLE 30 MERGER

UCSF Stanford agrees to notify the Union in writing of any change in ownership, partnership or merger of UCSF Stanford or a change of the entity that operates Stanford Hospital and Clinics or Lucile Packard Children's Hospital at Stanford where work is performed by employees covered by this Agreement. If UCSF Stanford retains majority ownership and control of the new owner or such changed entity, the terms and conditions of this Agreement will be applicable to such work. In all other cases, upon the union's written request, UCSF Stanford will meet to discuss the union's recommendations and suggestions concerning the effect of the change on employees covered by this agreement. UCSF Stanford will not use any sale, transfer or other mechanism for the purpose of evading the terms of the Agreement. UCSF Stanford is obligated

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attend a grievance meeting convened by UCSF Stanford, if the meeting is convened during the Union steward's regular hours. Otherwise a Union steward will not be on pay status for time spent participating in meetings convened by UCSF Stanford for the purposes of grievance resolution and/or complying with the steps of the Grievance Procedure.

26.9 EXCLUSION OF RELIEF, FIXED TERM AND TRIAL PERIOD EMPLOYEES

The discipline, retention or release of relief, fixed term, and trial period employees will not be subject to the Grievance and Arbitration Procedures of this Agreement. The discipline, retention or release of relief, fixed term, and trial period employees is at the sole discretion of UCSF Stanford.

ARTICLE 27 NO STRIKES

- 27.1 During the life of this Agreement or any written extension thereof, the Union on behalf of its officers, agents and members, agrees that there will be no strikes, slowdowns, job actions, walkouts, work-to-rule actions, refusal to perform assigned duties, sit-downs, sympathy strikes, sick-outs, picketing, refusal to cross picket lines, boycotts or any such concerted activities which interfere, directly or indirectly, with the operations of UCSF Stanford. As the sole exception to the prohibition against picketing activities, it will not be a violation of this provision for non-employee union representatives to engage in informational picketing adjacent to UCSF Stanford property regarding lawful subjects that are unrelated to this Agreement and the employees covered hereunder, provided that such informational picketing is carried out in compliance with Section 8(g) of the National Labor Relations Act, and the signs indicate that the picketing is informational as well as the subject matter and/or employee group that is the subject of the picketing. Any employee who is absent from work without permission, or who abstains wholly or in part from the full performance of his or her duties without permission, on the date or dates when such activities indicated above occur, will be presumed to have engaged in such activities on such date or dates. UCSF Stanford will not engage in a lockout.

- 27.2 The Union, its officers, agents, representatives and members and all other employees covered by this Agreement, agree that they will not in any way, directly or indirectly, authorize, assist, encourage, participate in, sanction, ratify, condone or lend support to any such activities in violation of this Article.

- 27.3 UCSF Stanford may pursue any or all available legal recourse against the Union for violations of this Article. The Union may be held liable and ordered to make restitution to UCSF Stanford for all losses suffered by UCSF Stanford as a result of activity prohibited in this Article; however, such restitution will not preclude the awarding of any other damages to which UCSF Stanford may be entitled.

- 27.4 In addition to any other liability, remedy or right provided by applicable law or statute, should any such activities in violation of this Article occur, the Union will immediately notify employees by the best means reasonably available of its disapproval of such action and do all within its power to require such employees to cease such action and return to work immediately, informing them that the prohibited activity is unauthorized

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JOB TITLE	DEPARTMENT NAME	LOCATION
Lift Team Member		Stanford
Materials Asst. I		Stanford
Medical Records Asst. I		Lucile Packard
Medical Records Asst. II		Lucile Packard
Milieu Asst.		Lucile Packard
Milieu Counselor I		Lucile Packard
Milieu Counselor II		Lucile Packard
New Patient Coordinator		Lucile Packard
OB Tech		Stanford/Lucile Packard
Office Asst. I	NICU	Lucile Packard
Office Asst. II	HIMS Administration	Stanford
Office Asst. II	HIMS Data Archive & Warehouse	Stanford
Office Asst. II	Clin Lab	Stanford
Office Asst. II	Surgical Pathology	Stanford
Office Asst. II	HIMS Information Services	Stanford
Office Asst. III	HIMS Administration	Stanford
Office Asst. III	HIMS Support Services	Stanford
Office Asst. III	HIMS Data Archive & Warehouse	Stanford
Office Asst. III	Radiation Oncology - File Room	Stanford
Office Asst. III	Radiation Oncology - Front Desk	Stanford
Office Asst. III	MRI	Stanford
Office Asst. III	Diag. Rad. - Film Library Clerks	Stanford
Office Asst. III	Clin. Lab - Paratech Svcs	Stanford
Office Asst. III	Surgical Pathology	Stanford
Office Asst. III	Film Clerk - Neuro	Stanford
Office Asst. III	Echocardiography	Stanford
Office Asst. III	Rad. Onc. & BMT	Stanford
Office Asst. III	HIMS Information Services	Stanford
Office Asst. III	Diag. Rad. - Sched. Clerk	Stanford
Office Asst. III	Diag. Rad. - Reports Distrib.	Stanford
Office Asst. III	Interventional Radiology	Stanford
Office Asst. III	Surgical Pathology - Neuropath & Autopsy	Stanford
Office Asst. III	Clin Lab	Stanford
Office Asst. III	Periop - Statistics	Stanford
Office Asst. III	Emergency Services	Stanford
Office Asst. III-S	Lab Data Entry	Stanford
Office Asst. III-S	Rad. Onc. - Front Desk	Stanford
Office Asst. III-S	Rad. Mammo. Rad Tech Aide	Stanford
Office Asst. III-S	Surg. Path. - Neuro & Autopsy	Stanford
Office Asst. III-S	O.R.	Stanford
Office Asst. III-S	Rad. Onc. - File Room	Stanford
Office Asst. IV	HIMS Administration	Stanford
Office Asst. IV	HIMS Support Services	Stanford
Office Asst. IV	HIMS Data Archive & Warehouse	Stanford
Office Asst. IV	HIMS Information Systems	Stanford
Operating Room Asst.		Stanford
OR Instrument Asst.		Stanford
OR Supply Tech		Lucile Packard
PACU Clinical Asst.		Lucile Packard
Patient Care Asst. I	PACU	Lucile Packard

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APPENDIX 'A'

INCLUDED JOB CLASSIFICATIONS

JOB TITLE	DEPARTMENT NAME	LOCATION
Anesthesia Asst.		Stanford/Lucile Packard
Anesthesia Tech		Stanford
Autopsy Room Attendant II		Stanford
Cardiology Tech I		Stanford
Cardiology Tech II		Stanford
Cath Anglo Lab Asst.		Stanford
Central Serv Asst. I		Stanford
Central Serv Asst. II		Stanford
Certified Nursing Asst.		Stanford
Cook		Stanford
Darkroom Tech		Stanford
Dialysis Aide		Stanford
Dietetic Asst.		Stanford
EEG Tech I		Stanford
EEG Tech II		Stanford
EEG Tech III		Stanford
EKG Tech		Stanford
Epilepsy Monitor Aide		Stanford/Lucile Packard
Film Library Clerk		Lucile Packard
Food Service Worker		Stanford/Lucile Packard
Head Cook		Stanford
Horticultural Tech		Lucile Packard
Hospital Medical Transcriber	HIMS Only	Stanford
Housekeeping Aide		Stanford
Housekeeping Asst.		Stanford/Lucile Packard
Housekeeping Specialist		Stanford
L&D Asst.	Labor & Delivery	Lucile Packard
Lab Asst. I		Stanford
Lab Asst. II		Stanford
Lab Asst. III		Stanford/Lucile Packard
Lab Asst. Specialist		Lucile Packard
Lab Technician		Stanford
Lead Anesthesia Tech		Stanford
Lead Central Service Asst.		Stanford
Lead EEG Technician		Stanford
Lead Food Service Worker		Stanford/Lucile Packard
Lead Housekeeping Asst.		Stanford
Lead Instrument Tech		Lucile Packard
Lead Lab Asst.		Stanford
Lead Lab Tech		Stanford
Lead Materials Asst.	Supply Distribution	Stanford
Lead Operating Room Asst.		Stanford
Lead OR Supply Tech		Stanford
Lead Patient Support Asst.		Stanford
Lead Support Services Asst.		Stanford

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JOB TITLE	DEPARTMENT NAME	LOCATION
Patient Care Asst. II		Stanford/Lucile Packard
Patient Care Asst. III		Stanford/Lucile Packard
Patient Support Asst. I		
Patient Support Asst. II		
Patient Transport Tech		Lucile Packard
Ped EEG Tech Specialist		Stanford
Processor Equipment Tech		Stanford
Rad Tech Aide		Stanford
Resource Scheduler, Radiology		
Scheduling Clerk	Patient Transport	Lucile Packard
Scheduling Clerk	Radiology Diagnostic	Lucile Packard
Scheduling Clerk	Ambulatory Proc. Unit	Lucile Packard
Sr. Food Service Worker		Stanford/Lucile Packard
Sr. Housekeeping Asst.		Stanford
Sr. Hksp. Specialist		Stanford
Storekeeper	Dietary	Stanford
Support Services Asst. I		Stanford/Lucile Packard
Support Services Asst. II		Stanford
Support Services Asst. II	F2 Aniepartum Postpartum Nurse	Lucile Packard
Transporter		Stanford
Unit Facilitator		Lucile Packard
Unit Secretary		Stanford/Lucile Packard

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EXCLUDED JOB CLASSIFICATIONS

JOB TITLE	DEPARTMENT NAME
Admitting Representative	
All Other Clinic Assistant Is	
All Other Clinic Assistant IIs	
All Other Clinic Assistant IIIs	
Clinic Asst. II	HAND
Clinic Courier	
Communications Asst.	
Greeter	Pl. Relation/Volunteer
Host/Greeter	Parking Lot
Lab Asst. III	REI Lab
Lead Mail Courier	Mail Service
Lead Materials Assistant	Dock Services
Mail Courier	
Mail/Duplication Tech	Copy Center
Medical Records Asst. III	
Med. Transcriber	MRI
Med. Transcriber	Radiation Therapy
Med. Transcriber	Neurodiagnostics Lab
Med. Transcriber	Medical Oncology
Med. Transcriber	Surgical Specialties Clinic
Med. Transcriber	Diagnostic Radiology
Med. Transcriber	Radiation Onc-outpatient
Parking Assistance Officer	
Patient Admitting Rep	
Prk & CAO Coord	
PSCAS Attendant	
Rehab Services Aide	
Rehab Services Lead	
Service Host	
Sr. Medical Records Tech	Stanford
Telecommunications Operator	
Transportation Tech	Transportation
Unit Secretary II	Partial Hospitalization
Urology Tech Specialist	Urology Surgery
All Medical Records Coders	
All other OA-Is	
All other OA-IIs	
All other OA-IIIs	
All other OA-III-Specialists	
All other OA-IVs	
All Secretary-Is	
All Secretary-IIs	
All Secretary-IIIs	

Relief job classifications/positions which correspond directly to Regular positions specifically listed in this Appendix A as included in the bargaining unit will be considered a part of the bargaining unit. Relief job classifications/positions which correspond directly to Regular positions specifically listed in this Appendix A as excluded from the bargaining unit, and all other relief positions, will not be considered a part of the bargaining unit.

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APPENDIX 'B'

PAY RANGES EFFECTIVE NOVEMBER 5, 1999 - NOVEMBER 4, 2000

PAY RANGE (11/5/99 - 11/4/00)	CLASSIFICATIONS	JOB CODE
9.04 - 12.02	Housekeeping Aide	800031
9.95 - 13.22	Office Assistant I	600230
11.01 - 14.57	Food Service Worker	800045
	Housekeeping Assistant	800034
	Patient Support Assistant I	800104
	Support Services Assistant I	800059
	Transporter	800082
	Unit Facilitator	800106
11.54 - 15.29	Dialysis Aide	700003
	Housekeeping Specialist	800037
	Lab Assistant I	700048
	Medical Records Assistant I	600070
	Office Assistant II	600231
	Sr. Food Service Worker	800048
	Sr. Housekeeping Assistant	800036
12.12 - 16.06	Central Services Assistant I	800069
	Cook	800042
	Darkroom Technician	700035
	Dietetic Assistant	800044
	Lab Assistant II	700027
	Materials Assistant I	800071
	Patient Care Assistant I	700016
	Patient Support Assistant II	800105
	Patient Transport Technician	800093
	Sr. Housekeeping Specialist	800038
	Support Services Assistant II	800060
12.74 - 16.88	Anesthesia Assistant	700001
	Cath Anglo Lab Assistant	700002
	Central Services Assistant II	800070
	Epilepsy Monitor Aide	700004
	Film Library Clerk	600043
	Lab Assistant III	700029
	Lead Food Service Worker	800046
	Lead Housekeeping Assistant	800033
	Lead Patient Support Asst.	800131
	Lead Support Services Asst.	800108
	Lift Team Member	700015
	Medical Records Assistant II	600072
	Office Assistant III	600232
	Operating Room Assistant	700011
	Operating Room Instrument Assistant	700013
	Operating Room Supply Technician	800086
	Rad Technician Aide	700007

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PAY RANGE (11/5/99 - 11/4/00)	CLASSIFICATIONS	JOB CODE
13.37 - 17.74	Cardiology Technician I	500012
	Certified Nursing Assistant	700018
	EKG Technician	500012
	Lead Central Services Assistant	800102
	Lead Instrument Technician	700012
	Lead Lab Assistant	700032
	Lead Materials Assistant	800097
	Lead Operating Room Assistant	700014
	Lead Operating Room Supply Technician	800087
	Milieu Assistant	700039
	Office Assistant III-S	600233
	Patient Care Assistant II	700020
	PACU Clinical Assistant II	500241
	Scheduling Clerk	600098
	Storekeeper	800080
14.04 - 18.61	Unit Secretary	600147
	Anesthesia Technician	500008
	Head Cook	800043
	Horticultural Technician	800040
	OB Technician	700054
	Lab Assistant Specialist	700033
	Milieu Counselor I	500081
	New Patient Coordinator	600254
	Patient Care Assistant III	700042
	Resource Scheduler, Radiology	600255
14.71 - 19.52	Cardiology Technician II	500013
	Hospital Medical Transcriber	600160
	Lab Technician	700066
	Lead Anesthesia Technician	500009
	Office Assistant IV	600234
	Processor Equipment Tech	700036
15.48 - 20.53	EEG Technician I	500015
	Lead Lab Technician	700034
	Milieu Counselor II	500063
16.25 - 21.54	Autopsy Room Attendant II	700050
	EEG Technician II	500017
	Lead Hospital Medical Transcriber	600069
	Pediatric EEG Technician Specialist	500019
17.07 - 22.64	EEG Technician III	500018
18.80 - 24.95	Lead EEG Technician	500016

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11/05/99 – 11/04/01**UPON RATIFICATION**

Employees to receive increase of 3% as follows:

- (1) Employees below minimum of their range to be brought to minimum or to receive 3%, whichever is greater;
- (2) Employees in the range and 3% or more below the maximum to receive 3% increase;
- (3) Employees less than 3% below the maximum of their range will receive increase to their base rate that would bring them to the maximum, with the remainder to be paid in a lump sum, to be calculated as per (5) below for a total of 3%;
- (4) Employees at or above maximum of their range to receive 2% increase to their base rate, and 1% lump sum to be calculated as per (5) below for a total of 3%.
- (5) Lump sums will be calculated based on the employee's base hourly rate and percentage of employment commitment on the day preceding the effective date of the annual increase.
- (6) Wages to be retroactive to 9/5/99 for employees who were employed as of 9/5/99 and who remain employed on 11/5/99.

(Note: This means that no employees who are not already at or above the maximum of their range as of ratification will receive an increase to their wage rate that would take them above the maximum.)

Pay Ranges Effective November 5, 2000 – November 4, 2001

PAY RANGE (11/5/00 – 11/4/01)	CLASSIFICATIONS	JOB CODE
9.18 – 12.20	Housekeeping Aide	800031
10.10 – 13.42	Office Assistant I	600230
11.18 – 14.79	Food Service Worker	800045
	Housekeeping Assistant	800034
	Patient Support Assistant I	800104
	Support Services Assistant I	800059
	Transporter	800092
	Unit Facilitator	800106
11.71 – 15.52	Dialysis Aide	700003
	Housekeeping Specialist	800037
	Lab Assistant I	700048
	Medical Records Assistant I	600070
	Office Assistant II	600231
	Sr. Food Service Worker	800048
	Sr. Housekeeping Assistant	800036
12.30 – 16.30	Central Services Assistant I	800069
	Cook	800042
	Darkroom Technician	700035
	Dietetic Assistant	800044

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PAY RANGE (11/5/00 – 11/4/01)	CLASSIFICATIONS	JOB CODE
12.93 – 17.13	Lab Assistant II	700027
	Materials Assistant I	800071
	Patient Care Assistant I	700016
	Patient Support Assistant II	800105
	Patient Transport Technician	800093
	Sr. Housekeeping Specialist	800038
	Support Services Assistant II	800060
	Anesthesia Assistant	700001
	Cath Anglo Lab Assistant	700002
	Central Services Assistant II	800070
	Epilepsy Monitor Aide	700004
	Film Library Clerk	600043
	Lab Assistant III	700029
	Lead Food Service Worker	800046
	Lead Housekeeping Assistant	800033
	Lead Patient Support Asst.	800131
	Lead Support Services Asst.	800108
	Lift Team Member	700015
	Medical Records Assistant II	600072
	Office Assistant III	600232
	Operating Room Assistant	700011
	Operating Room Instrument Assistant	700013
	Operating Room Supply Technician	800086
	Rad Technician Aide	700007
13.57 – 18.01	Cardiology Technician I	500012
	Certified Nursing Assistant	700018
	EKG Technician	500012
	Lead Central Services Assistant	800102
	Lead Instrument Technician	700012
	Lead Lab Assistant	700032
	Lead Materials Assistant	800097
	Lead Operating Room Assistant	700014
	Lead Operating Room Supply Technician	800087
	Milieu Assistant	700039
	Office Assistant III-S	600233
	Patient Care Assistant II	700020
	PACU Clinical Assistant II	500241
	Scheduling Clerk	600098
	Storekeeper	800080
	Unit Secretary	600147
14.25 – 18.89	Anesthesia Technician	500008
	Head Cook	800043
	Horticultural Technician	800040
	OB Technician	700054
	Lab Assistant Specialist	700033
	Milieu Counselor I	500061
	New Patient Coordinator	600254
	Patient Care Assistant III	700042

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PAY RANGE (11/5/00 – 11/4/01)	CLASSIFICATIONS	JOB CODE
14.93 – 19.81	Resource Scheduler, Radiology	600255
	Cardiology Technician II	500013
	Hospital Medical Transcriber	600160
	Lab Technician	700066
	Lead Anesthesia Technician	500009
15.71 – 20.84	Office Assistant IV	600234
	Processor Equipment Tech	700036
	EEG Technician I	500015
	Lead Lab Technician	700034
	Milieu Counselor II	500063
16.49 – 21.86	Autopsy Room Attendant II	700050
	EEG Technician II	500017
	Lead Hospital Medical Transcriber	600069
	Pediatric EEG Technician Specialist	500019
	EEG Technician III	500018
17.33 – 22.98	Lead EEG Technician	500016
19.08 – 25.32		

12-MONTHS AFTER RATIFICATION

Employees to receive increase of 3% as follows:

- (1) Employees in range and 3% or more below the maximum will receive 3% increase to their base rate;
- (2) Employees less than 3% below the maximum will receive increase to their base rate that brings them to the maximum, with the remainder to be paid as a lump sum, to total 3%;
- (3) Employees above the maximum to receive a 1.5% increase to their base rate, and a 1.5% lump sum, to total 3%.
- (4) To be eligible, the employee cannot have been rated "unsatisfactory" on his/her performance evaluation.
- (5) Lump sums will be calculated based on the employee's base hourly rate and percentage of employment commitment on the day preceding the effective date of the annual increase.

(Note: This means that no employees who are not already at or above the maximum of their range as of ratification will receive an increase to their wage rate that would take them above the maximum.)

APPENDIX 'C'

Units of Layoff

<u>Med Surg</u>	<u>Critical Care</u>	<u>HIMS (Med. Rec.)</u>
202	237	152
211	320	153
214	252	154
231	254	155
232	255	156
238	261	
246	262	<u>Ambulatory</u>
250	328	
253	<u>OR</u>	228
263		306
264		327
273	300	<u>Dietary & Cafeteria</u>
<u>Psych</u>	301	1340
222	302	1341
235	303	
241	304	
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LUCILE PACKARD CHILDREN'S HOSPITAL

<u>Perinatal</u>	3380	6050
	3530	6200
	7400	6201
		6202
		6203
		6204
		8730
<u>NICU/ICU</u>	9051	
	9070	

Except as provided above, each "cost center" represents a separate "unit for layoff".